

# **EXHIBIT 11**



**C S E C**  
*Clinical Skills Evaluation Collaboration*

NBME®

Administrative Offices  
3750 Market Street,  
Philadelphia, PA 19104  
215-590-9444 Fax



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**Clinical Skills Evaluation Collaboration (CSEC) Ownership, Confidentiality, and Non-Disclosure Agreement**

I, the undersigned, acknowledge that in connection with activities associated with the United States Medical Licensing Examination® (USMLE®) Step 2 CS program and my involvement in the Clinical Skills Evaluation Collaboration (CSEC) between the Educational Commission for Foreign Medical Graduates (ECFMG®) and the National Board of Medical Examiners® (NBME®), I will be provided access to secure, confidential and proprietary material and information of the ECFMG®, the NBME®, and/or the Federation of State Medical Boards (FSMB), or I may prepare secure, confidential and proprietary materials (together referred to as: "Confidential Materials"), which include, but are not limited to:

(1) details of a case including the overall description, the detailed scenario, case development forms, performance checklists and rating scale forms, interstation exercises forms, training materials and questionnaire/survey forms;

(2) data (including, but not limited to video/audio tapes of examinee-patient encounters, completed checklists and rating scales, completed interstation exercises, completed questionnaires/surveys, raw scores, score reports and aggregated test results);

(3) notes or summary information prepared by me or another in connection with activities associated with the Step 2 CS program; and

(4) personal information about the ECFMG® Standardized Patient employees who are matched to the patient cases, such as age, race, gender, weight, BMI, and medical findings related to case matching.

I understand and agree that all Confidential Materials are a valuable and unique asset and are the confidential property of the ECFMG®, the NBME®, and/or the FSMB. I agree that all such materials will be treated by me as confidential, and I agree that I will not, either during or after my employment with the ECFMG®, the NBME® or my involvement in the CSE Collaboration, disclose the nature or substance of the materials/information to, or use any of the materials for the benefit of any individual or entity other than the ECFMG®, the NBME®, or the FSMB for any reason whatsoever, except as may be required or appropriate for the proper discharge of my duties and responsibilities under this Agreement. I acknowledge and agree to use the materials only for my duties associated with the Step 2 CS program.

Confidential Materials shall not include: (i) information in the public domain or known generally in the industry through no fault of me, and (ii) information that is not treated by the ECFMG® or the NBME® or the FSMB as confidential or is disclosed by the ECFMG® or the NBME® or the FSMB to third parties without a duty of confidentiality imposed on such third parties.

I understand and agree that no copies of the Confidential Materials will be made and that no Confidential Materials will be removed from the NBME®'s premises without express prior authorization.

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Page

*Ellis*  
EXHIBIT NO. 2  
P. Antone, CRR



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**C S E C**  
*Clinical Skills Evaluation Collaboration*

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Philadelphia, PA 19104  
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by the NBME® or from the ECFMG®'s premises without express prior authorization by the ECFMG®. I understand that "premises" include test centers as well as the locations of the NBME® and the ECFMG® offices. I understand the Confidential Materials will not be discussed or transmitted electronically on or to non-ECFMG or non-NBME e-mail accounts.

I acknowledge and agree that all right, title and interest in the Confidential Materials and to any intellectual property which results, to any extent, from my use of the ECFMG®'s, the NBME®'s, or the FSMB's premises, property, or Confidential Materials, is a work for hire under the Copyright Act of the United States, 17 U.S.C. §101 et seq. and shall be owned, together with all worldwide rights therein under patent, copyright, trade secret, confidential information, or other property rights or laws, by the ECFMG®, the NBME®, and/or the FSMB.

Upon request, I shall execute and deliver any and all instruments and documents and take such other actions as may be necessary or desirable to assign and transfer all right, title, and interest in such intellectual property to the ECFMG®, the NBME®, and/or the FSMB. The term "intellectual property" as used herein includes, by way of example and without limitation, confidential materials, trade secrets, patents and patent applications, trademarks and trademark registrations and applications, service marks and service mark registrations and applications, trade names, copyrights and copyright registrations and applications.

Employees are not permitted to discuss USMLE® STEP 2 CS-related information with the media unless specifically authorized to do so. I will report any and all outside requests to a member of management in CSEC who will refer all inquiries to the Executive Director, CSEC, at the central office in Philadelphia.

I understand that if I receive an inquiry, I may ask the media representative for their organizational affiliation, the general nature of the inquiry and the inquirer's contact information. However, I shall not respond to any substantive questions of any kind or provide any information or opinion regarding the ECFMG®'s or the NBME®'s policies, procedures, programs, or operations. This media policy shall apply to employees while in/or out of the regular workplace.

I acknowledge and agree that during the term of employment or affiliation with the ECFMG® or the NBME® and for eighteen (18) months thereafter, I will not accept employment, serve as a consultant, or act in any other capacity for any commercial or academic preparatory programs designed to or purporting to prepare individuals to take the USMLE®. I further agree that with regard to any educational activities within any medical school or graduate medical education program, I will not use the Confidential Materials or my specific knowledge to the design or content of the USMLE® Step 2 CS examination to prepare or otherwise aid students preparing for the USMLE® Step 2 CS examination.

I acknowledge and agree that I will not use my affiliation with the ECFMG® and the USMLE® Step 2 CS program for commercial exploitation, publicity, or advertisement.

The Parties agree that this Agreement may not be changed, modified or released, discharged, abandoned or otherwise terminated in whole or in part, except by agreement of the parties in writing.

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In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions thereof shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date indicated below.

Signature: Artis Ellis

Print Name: Artis Ellis

Date: 1/10/12

Supervisor or Manager: Daryl Carl

Date: 1/23/12

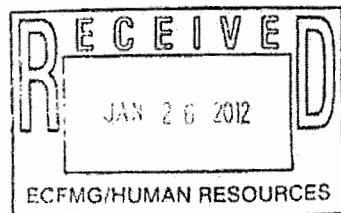
CSEC Executive Director: M. Ann Jobe

Date: 1-24-2012

Original to Executive Director's office

Original filed with respective employer's (ECFMG® or NBME®) Human Resources Department

Revised November 2010



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